



“People Serving
People”

City of Riverside

FRINGE BENEFIT

AND

SALARY RESOLUTIONS

Effective April 27, 2004

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Part I

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PART I - FRINGE BENEFITS RESOLUTION

RESOLUTION NO.

Section 1. HOLIDAY

- a. Authorized holidays are as set forth in Table 1 which is attached hereto and incorporated herein by reference, including certain limitations and exceptions set forth therein, and except when the best interests of the City so require, municipal offices shall be closed on such days.
- b. The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply nor be a City holiday. If a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be considered a holiday.
- c. Except as hereinafter provided, all regular, full-time employees, regardless of numbers of hours worked per shift, shall be allowed leave of absence with pay not to exceed eight hours for every authorized holiday with the exception of Fire Unit personnel working fifty-six hour weeks who shall receive twelve hours of pay for every authorized holiday. Regular part-time employees who are regularly scheduled to work thirty to thirty-nine hours per week shall be entitled to receive holiday pay at three-fourths the regular daily rate and those regularly employed between twenty to twenty-nine hours per week shall be entitled to receive holiday pay at one-half the regular daily rate. Temporary, seasonal and less than half-time employees shall not receive leave of absence pay for holidays.
- d. If a holiday falls on an employee's regular day off, said employee shall receive eight hours, unless otherwise provided, additional regular compensation or the employee may request compensatory time off of eight hours with the approval of such employee's department head. If an employee is required to work on a holiday as a regularly scheduled work day, said employee shall receive additional compensation for eight hours paid at said employee's normal hourly rate or the employee may request compensatory time off of eight hours with the approval of the employee's department head; provided, however, an employee in the Public Utilities Field Unit whose regular shift assignment falls on a scheduled holiday and who is required to work on that day shall not be able to take compensatory time off but shall be paid at the rate of two times said employee's regular hourly rate including automatic earnings plus straight time for the holiday.
- e. In order to be eligible for holiday pay, an employee in the Public Utilities Field Unit must be either at work or on paid leave of absence on the regularly scheduled work day immediately preceding the holiday or day observed in lieu of the holiday, and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee in the Public Utilities Field Unit who is on

suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation (eight hours) for paid holiday or day observed in lieu of the holiday.

- f. Notwithstanding anything to the contrary herein above, all current employees in the Fire Unit and Fire Management Group shall make a one time designation, regarding the form in which all future holiday compensation will be received, which designation shall be binding for the remainder of the that employee's career in the City Fire Department. All new employees shall make this irrevocable election upon commencement of employment. Each such current and future employee must choose to receive all future holiday compensation either as (1) compensatory time off benefits, the value of which will not be reportable to PERS as "compensation earnable" and therefore will not be included in the computation of retirement benefits or contributions, or as (2) a cash payment, which will be reportable to PERS as "compensation earnable" and which will be included in those calculations. Those individuals electing to receive all future holiday compensation as a cash payment will be entitled to receive a lump sum payment in November each year, even though the holiday pay may be reportable to PERS when earned. Holiday benefits are and shall continue to be earned and accrued on a calendar year basis.
- g. Notwithstanding anything to the contrary herein above, each employee in the Police Unit, the Police Management Unit and Police Supervisory Unit shall elect prior to each holiday in the calendar year whether that employee wishes to defer receipt of compensation. Employees electing deferred payment shall receive the value of all unused or unpaid holidays in one lump sum payment at the end of the last pay period in December.
- h. Notwithstanding anything to the contrary herein above, each regular Solid Waste Collector I, II and III, in the Refuse Unit shall be subject to the following holiday week schedule:
 - (1) If the holiday falls on a Monday, employees shall work Tuesday, Wednesday, Thursday and Friday;
 - (2) If the holiday falls on a Tuesday, employees shall work Monday, Wednesday, Thursday and Friday;
 - (3) If the holiday falls on a Thursday, employees shall work Monday, Tuesday, Friday and Saturday subject to the conditions below;
 - (4) If the holiday falls on a Friday, employees shall work Monday, Tuesday, Thursday and Saturday subject to the conditions below; and

- (5) If the holiday falls on a Saturday, employees shall work their regular schedule and receive holiday pay for Friday.

Saturday work under subparagraphs (3) and (4) above shall be paid at twice the employee's regular hourly rate. Management shall first seek volunteers for such work; if there are insufficient volunteers the City shall assign employees on the basis of inverse seniority within the applicable classification.

TABLE 1 - HOLIDAY

HOLIDAY/UNIT	GENERAL ⁴	EXECUTIVE	MGMT.		CONFID.	REFUSE	P.U. FIELD	P.U. FIELD MGMT.		POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE MGMT.
			I	II				I	II					
New Year's Day - January 1	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Martin Luther King Day - 3rd Mon. In Jan.	X	X	X	X	X	X ³	X	X	X	X	X	X	X	X
Lincoln Birthday - February 12						X					X	X		
President's Day - 3rd Mon. In Feb .	X ¹	X ¹	X ¹	X ¹	X ¹	X ³	X	X	X	X	X	X	X ²	X
Cesar Chavez Day - Last Mon. In March						X								
Memorial Day - Last Mon. In May	X	X	X	X	X	X ³	X	X	X	X	X	X	X	X
Independence Day - July 4	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Labor Day - 1st Mon. In Sept.	X	X	X	X	X	X ³	X	X	X	X	X	X	X	X
Columbus Day - 2nd Mon. In Oct.	X ¹	X ¹	X ¹	X ¹	X ¹	X	X	X	X	X	X	X	X ²	X
Veteran's Day - November 11	X ¹	X ¹	X ¹	X ¹	X ¹	X	X	X	X	X	X	X	X ²	X
Thanksgiving - 4th Thurs. In Nov.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Day after Thanksgiving - 4th Fri. In Nov.	X	X	X	X	X		X	X	X	X	X	X	X	X
Christmas Day - December 25	X	X	X	X	X	X	X	X	X	X	X	X	X	X
TOTAL	11	11	11	11	11	12	11	11	11	11	12	12	11	11

¹ Except Library personnel who are given a floating holiday in lieu of. Said holidays must be taken within one year of being earned. In the event approval of the request is not granted within the one-year period, the employee shall receive one day's additional regular compensation in lieu thereof.

² Except non-shift personnel in Fire Unit who are given a floating holiday in lieu of. Said holidays must be taken within one year of being earned. In the event approval of the requested holiday is not granted within the one-year period, the employee shall receive one day's additional regular compensation in lieu thereof.

³ Employees will work Tuesday through Friday and receive eight (8) hours additional day in lieu of holiday.

⁴ Includes Police Officer Trainee and Firefighter Trainee.

Section 2. OVERTIME

- a. It shall be the duty of all department heads to operate their respective departments with a minimum amount of overtime. If the best interests of the City require that an employee work beyond the regular number of hours of work scheduled, such employee shall be compensated as hereinafter set forth.
- b. Except as may be hereinafter set forth in this section, every full-time employee shall be compensated for overtime as set forth in Table 2, which is attached hereto and incorporated herein by reference.
- c. All members of the Fire Unit who are assigned to fire suppression duties and work shifts of twenty-four hour duration shall be paid overtime for all time worked in excess of the regularly scheduled work shift or in excess of one hundred eighty-two hours in a twenty-four-day work period. For all other employees in the Fire Unit, the work period shall be seven days commencing Friday midnight and extending to the following Friday midnight. Such employees assigned to fire suppression duties shall receive overtime compensation therefor as follows:
 - (1) For the purposes of administering this policy in accordance with the City's fourteen day pay period, City shall pay fire suppression employees one hundred twelve hours per pay period as follows:
 - (a) The first one hundred six hours shall be paid at straight time.
 - (b) The last six hours shall be paid at one and one-half time the employee's regular hourly rate of pay including automatic earnings.
 - (2) All hours worked beyond the regularly scheduled hours of work in a pay period shall be paid at one and one-half times the employee's regular hourly rate of pay including automatic earnings.
- d. A Fire Unit employee may not volunteer to work overtime on his/her own shift while utilizing vacation benefits. An employee may work to cover an absence caused by his/her vacation upon the condition that the employee be compensated therefor at his/her regular hourly rate of pay. When such occurs, vacation time shall not be counted as "hours worked" for purposes of the Fair Labor Standards Act during the affected pay period(s).
- e. In the event an employee employed on a part-time or temporary basis is required to work beyond regular working hours, compensation shall be at the normal hourly rate including automatic earnings up to forty hours per work week. For hours worked beyond forty in a work week, such employee shall be compensated at the rate of one and one-half said employee's hourly rate including automatic earnings.
- f. Notwithstanding the foregoing provisions of this section, except for uniformed police personnel and firefighters who are scheduled on a shift basis which includes their meal period, time allowed for meal periods shall not be compensable unless required by provisions of the Fair Labor Standards Act.

- g. All overtime must be authorized and approved by the department head and the City Manager.
- h. The City Manager, department heads and those management employees designated by the City Manager shall not be subject to the provisions of this section relating to overtime but shall work such hours as may be necessary for the effective operation of their respective departments.
- i. The City Manager or his/her designee may grant, in his/her discretion, administrative leave to reward extraordinary performance by staff.

TABLE 2 - OVERTIME ¹

	GENERAL ³	MGMT LEVEL I	CONFID.	REFUSE	P.U. ⁴ FIELD	PU FIELD MGMT. I	POLICE	FIRE	FIRE MGMT
Regular Overtime	1.5X	1.5X	1.5X	1.5X ²	2X	2X	1.5X	1.5	1.5 ⁶
Emergency Overtime ⁵ Midnight to 7:00 a.m.	2X	2X	2X						

¹ Overtime for full-time employees is compensated at the rate indicated in the schedule times the employee's hourly rate to include automatic earnings.

² An employee in the Refuse Unit shall be compensated at the rate of one and one-half times the hourly rate for all hours assigned, authorized and actually worked in excess of ten (10) in any one workday in any workweek during which the employee is not absent for any reason other than holiday or vacation; and in such workweeks when the employee is absent for a reason other than holiday or vacation, the employee shall be paid one and one-half times the regular hourly rate including automatic earnings for all hours assigned, authorized and actually worked in excess of forty (40) in any one workweek.

³ Includes Police Officer Trainee and Firefighter Trainee.

⁴ Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime hours actually worked; except that shift differential shall be excluded from the regular rate of pay for the purpose of computing overtime of the double-time rate.

⁵ Emergency overtime does not apply to those employees who work between the hours of midnight to 7:00 a.m. on a regularly scheduled shift.

⁶ Fire Battalion Chiefs are designated as exempt under FSLA. Overtime compensation is provided to Fire Battalion Chiefs (day shift) for emergency call-backs, for all hours worked, when the emergency exceeds three (3) hours, in accordance with Section 6 (b), call-back time.

Section 3. COMPENSATORY TIME

All regular, full-time employees may request compensatory time off for overtime worked in lieu of cash payment, calculated by multiplying the number of hours of overtime worked by one and one-half, and subject to the approval by the department head; provided, however, accrued compensatory time off at any point in time is limited as set forth in Table 3, which is attached hereto and incorporated herein by reference.

TABLE 3 - COMPENSATORY TIME LIMITS

	GEN'L	EXEC.	MGMT. I II	CONFID.	REFUSE	P.U. FIELD	P.U. FIELD MGMT. I II	POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE MGMT.
Comp Time Limits	100 ^{1,4}	N/A ³	100 ¹ N/A ³	100 ¹	42	40	42 N/A ³	100 ²	100 ²	100 ²	56	N/A ^{3, 5}

¹ In November, accumulated compensatory time over forty-two (42) hours shall be paid for in cash. Effective January, 1999 may accrue up to one-hundred (100) hours.

² In December, accumulated compensatory time over forty-two (42) hours shall be paid for in cash.

³ The City Manager, department heads, and those management employees designated by the City Manager shall not be subject to the provisions of this section relating to overtime, but shall work such hours as may be necessary for the effective operation of their respective departments.

⁴ Includes Police Officer Trainee and Firefighter Trainee.

⁵ Compensatory time, in lieu of over-time compensation, may be accrued for emergency call-back for all hours worked when the emergency exceeds three (3) hours for Fire Battalion Chiefs (day shift) under the provisions of Section 6 (b), call-back time.

Section 4. COURT TIME

- a. The required presence in a court of law of a sworn Firefighter or Police Officer shall be compensated in accordance with the following:
 - (a) For each day that the presence of a sworn Firefighter is required in a court of law beyond regular working hours, in lieu of the other provisions contained in this section, all such Firefighters shall receive a minimum of four hours compensation at such employee's regular hourly rate including automatic earnings; in the event the time spent in such court is more than four hours, such Firefighter shall be compensated at such employee's regular hourly rate including automatic earnings.
 - (b) For each day the presence of a Police Officer, including those in the Police Management Unit and Police Supervisory Unit, is required in a court of law in response to an order or subpoena in relation to an incident or event arising out of the course and scope of employment with the City at a time outside of the employee's regularly scheduled work shift, and an hour or more prior to the commencement of the employee's regularly scheduled work shift, such employee shall receive at least two hours overtime compensation at one and one-half times the employee's regular rate of pay (i.e., the premium rate). If such court appearance lasts for more than three hours of off-duty time, the employee shall receive overtime compensation for the actual amount of all such off-duty time at the premium rate. In circumstances where the court appearance is scheduled to commence less than one hour prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the premium rate for the entire period between the scheduled commencement time of the court appearance and the time the employee's shift is scheduled to begin. When an employee commences a court appearance during the course of a regularly scheduled work shift and the court appearance extends beyond the scheduled expiration of that shift, the employee shall receive overtime compensation at the premium rate for the entire portion of the court appearance that extends beyond the scheduled termination of the employee's regular work shift. For purposes of providing appropriate overtime compensation for travel to court out of the City of Riverside, travel to court in the City of Moreno Valley shall be standardized at thirty minutes prior to subpoena reporting time and at thirty minutes following the officer's release from court, regardless of actual travel time.

Section 5. CALL TIME

- a. Call time shall be that period of time other than regularly scheduled working time, when an employee at the direction of the department head is on standby duty, is required to remain in the immediate area, and is available to receive and respond to calls for emergency service. Except as may be provided hereinafter, an employee on-call shall be compensated at the rate of four hours of regular hourly pay for each continuous twenty-four hours on call. An employee on call from the

end of a regularly scheduled daily work shift to the beginning of the next day's regularly scheduled work shift shall receive compensation equivalent to one hour of regular pay except for employees of the Public Utilities Field Unit who shall receive compensation equivalent to two hours of regular hourly pay.

- b. The provisions of this section shall also apply to an off-duty Police Officer on-call for court.
- c. One employee in the classification of Fire Battalion Chief (Day Shift) shall be assigned by the Fire Chief to serve in an on-call capacity during the hours that are not part of the regular work schedule of employees in that classification. This responsibility shall be rotated among all employees in that classification. The employee so assigned shall not receive any additional compensation for serving in such on-call status.

Section 6. CALL BACK TIME

- a. For Fire Unit employees, if "called back", the employee will receive a minimum of two hours pay. If such employee is "called back" on an emergency basis, said employee will be paid a minimum of three hours pay at the regular hourly rate including automatic earnings.
- b. Employees in the classification of Fire Battalion Chief (Day Shift) shall be entitled to receive overtime compensation for emergency call backs when the emergency call back exceeds three (3) hours at the rate of one and one-half times the hourly rate including automatic earnings applicable to an employee in the classification of Fire Battalion Chief (Suppression) for all time worked on that occasion, including the first three (3) hours.
- c. Employees of the Public Utilities Field Unit shall be paid for at least two hours at the appropriate rate for employees called back to work after completing said employee's regular shift as follows: (1) minimum call-out pay for employees called in to work sixty minutes or less prior to the start of shift shall be one hour's pay at the appropriate rate; and (2) Troubleshooters and Water System Operators shall receive a one hour minimum for call-outs for a period of four hours after the end of the regular shift.
- d. For employees in the classification of Police Sergeant, if called in for a meeting on his/her day off, said employee shall receive a minimum of two hours pay at the applicable rate. In the event the meeting lasts less than two hours, the Police Department reserves the right to assign up to two hours work.

Section 7: VACATION

- a. Every regular, full-time employee who has been in the continuous employ of the City except temporary, seasonal, or part-time employees shall receive annual vacation leave as set forth in Table 4, which is attached hereto and incorporated

herein by reference, and shall be eligible to use earned vacation leave after completion of six months of continuous employment.

- b. Every person who has been in the continuous employ of the City for six full months (other than temporary and seasonal employees) and is regularly employed between twenty to twenty-nine hours per week, shall be entitled to receive vacation at one-half the regular accrual rate and those regularly employed between thirty to thirty-nine hours per week shall be entitled to receive vacation at three-fourths the regular accrual rate.
- c. The City Manager or designee may grant additional vacation leave in order to attract and retain highly qualified and experienced staff.
- d. Vacation leave shall be scheduled and approved by the department head or designee. No paid vacation leave shall be allowed except earned vacation leave. Unless approved by the City Manager, no vacation leave shall be accumulated as of January 1 to exceed that which is allowed for two years continuous service.
- e. For those employees in the Police Unit, the Police Management Unit and the Police Supervisory Unit, if on January 1, an employee has more than two years accumulated and unused vacation, the department head or designee is required to schedule that employee for vacation so as to reduce the employee's vacation balance to no more than two years' accumulation by March 1.
- f. For those employees in the Fire Unit, at the end of each calendar year, unused vacation accrual in excess of the following year's accrual shall be paid off in cash on an hour-for-hour basis at the employee's regular hourly rate of pay.
- g. For those employees in the General Unit, if on January 1, an employee has more than two years accumulated and unused vacation, the department head or designee will schedule excess vacation between January 1 and March 1; provided, however, if the City is unable to do so, it will pay the employee for the excess; and further provided, if in the preceding year, the department head or designee has rejected three separate written vacation requests and excess vacation remains, then as of January 1, the employee has the option of requesting scheduling of the excess between January 1 and March 1 or of receiving pay therefor.
- h. Upon separation from City employment, compensation including automatic earnings shall be paid for vacation leave which has been earned but not taken; provided that compensation for such vacation leave at death, retirement or disability retirement for those employees in the Refuse Unit shall be paid in an amount based upon the average of the highest three years earnings.

TABLE 4 - VACATION¹

YRS. OF SVC.	GENERAL ²	EXECUTIVE ³	MGMT. ³ I II		CONFID	REFUSE	P.U. FIELD	PU ³ FIELD MGMT. I II		POLICE ⁴	POLICE ⁴ SUPV.	POLICE MGMT.	FIRE S P (56) (40)		FIRE MGMT. S D	
0-4	80				88	80	80			80	80	200	123.2	80	123.2	80
0-9		144	128	144				128	144							
5-7													156.8		156.8	
5-9	120				128	120	120			120	120			120		120
8-14													201.6		201.6	
10-14																
10+	160	184	168	184	168	160	160	168	184	160	160			160		160
15+										200 ⁵	200 ⁵		246.4		246.4	

Ω

¹ Prorated hours are earned at the completion of each pay period. Actual earned hours may be slightly higher. Provisions made in personal employment contracts for certain employees may not be reflected in this chart. The City Manager, or his/her designee, may grant additional leave in order to attract and retain highly qualified and experienced staff.

² Includes Police Officer Trainee and Firefighter Trainee.

³ Amounts shown include 16 hours of administrative leave for Management Level II and Public Utilities Field Management Level II which became effective on 7/6/90. Amounts shown also include an additional 8 hours in lieu of loss of a president's day holiday effective 1/1/93 for Management Levels I & II.

⁴ Police Unit and Police Supervisory Unit members, after 15 years of continuous service, may accrue at 200 hours per year if employee uses less than 48 hours of sick leave in preceding year.

Section 8. SICK LEAVE

- a. All regular full-time employees except as provided for elsewhere, who have been continuously employed by the City except temporary, seasonal or part-time employees, shall accumulate eight hours of sick leave credit for each full month of employment or major portion thereof. General Unit employees hired on or after August 7, 1990, shall earn sick leave credit at the rate of four hours per month of employment for the first two years of employment. Fire Unit employees working fifty-six hours per work week shall earn sick leave credit at the rate of twelve hours per month of employment. Employees shall be eligible to use earned sick leave after completion of six months of continuous employment. Temporary or seasonal employees, except as provided for elsewhere, shall not accrue sick leave benefits. Such sick leave credit may be accumulated without limitation, except as provided elsewhere.
- b. Regular part-time employees who are regularly scheduled to work thirty to thirty-nine hours per week shall earn sick leave credit at a rate equal to three-fourths the regular rate for the appropriate employee group; and regular part-time employees who are regularly scheduled to work twenty to twenty-nine hours per week shall earn sick leave credit at a rate equal to one-half the regular rate for the appropriate employee group.
- c. Employees in the classification of Crossing Guard shall accrue 1.85 hours of sick leave per pay period; this accrual shall be subject to a maximum accumulation of 40 hours of sick leave at which time there will be no more accrual until the balance is utilized and reduced by the employee. Sick leave usage shall be in accordance with City and departmental policies.
- d. The City Manager, or his/her designee, may grant additional sick leave in order to attract and retain highly qualified and experienced staff.
- e. Sick leave shall be allowed only on account of actual illness, preventive health care, or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds three working days, the employee, prior to return to work, shall submit a statement of such disability illness or injury from the employee's health care provider; the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head or designee, in accordance with departmental and other policy.
- f. Sick leave with pay shall be used at the rate of one-tenth of an hour for each one-tenth hour of the regular work day not at work regardless of the rate of accumulation.
- g. For those employees in the General Unit, except in case of time-off as a result of an industrial injury, accrued compensatory, vacation or holiday time may be used for extended absence because of a prolonged and continuing illness and/or medical

treatment after sick leave has been exhausted. Under no circumstances shall this provision apply to occasional day-to-day absences.

- h. All full-time employees, may use their annual sick leave in the case of family illness of the spouse, child, mother, father, registered domestic partner, or child of a registered domestic partner; provided, however, those employees in the Fire Unit, Fire Management Group, Police Unit, Police Management Unit and Police Supervisory Unit may use up to one-half of their annual sick leave accruals (six working days) in the case of family illness. All sick leave used for these purposes shall be approved by the department head or designee and a statement establishing the need for sick leave the employee's health care provider may be required as a condition of payment while on such leave. In case any of the above-noted provisions may conflict with any state or federal law, the provisions of said state or federal law shall prevail.
- i. Abuse of sick leave, and excessive leave, may constitute grounds for disciplinary action. Abuse of sick leave includes, but is not limited to, not following the sick leave policies, using sick leave for purposes not enumerated in this policy, and lying or misstating facts when using sick leave. A pattern of sick leave usage on Mondays, Fridays, and immediately before and after holidays and/or vacation may be evidence of sick leave abuse. A violation of this policy will result in corrective action including counseling and/or disciplinary action, and/or a mandatory referral to the City's Employee Assistance Program, will be taken. This determination of abuse does not apply to an employee's use of sick leave under family, medical, and/or pregnancy disability leave; sick leave used to care for a sick family member; or sick leave used to care for a registered domestic partner, in accordance with state and federal laws.
- j. For those employees in the General Unit and Public Utilities Field Unit, if in the opinion of supervision it appears that an employee may be establishing a pattern of abuse of sick leave, a statement establishing the need for sick leave from the employee's health care provider may be required as a condition of payment while on such leave. This statement may be required at any time during the course of an employee's sick leave.
- k. For those employees in the Refuse Unit, absenteeism shall be measured against accumulated sick leave based upon years of service. Failure to maintain the following minimums shall be grounds for discipline in accordance with the established policy:

<u>Year</u>	<u>Maximum Possible Hours of Accumulation</u>	<u>Minimum Hours Year-End</u>
1	96	36
2	192	72
3	288	108
4	384	144
5	480	180
6	576	216
7	672	252
8	768	288
9	864	324
10	960	360

Note: Table only shows through year 10 but would be applicable throughout employment with the City. For each year of employment after 10, add 96 hours to the Maximum Accumulation Column and 16 hours to the Minimum Hours Column.

Leave of absence for an employee in the Refuse Unit for personal or family illness followed or preceded by hospitalization, personal illness which qualifies for State Disability Insurance and/or personal or family leave which qualifies under state or federal leave laws shall not count against the employee's accumulation for purposes of discipline.

- I. Except as hereinafter provided, upon retirement or disability retirement pursuant to City ordinance, or under the Public or State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid according to Table 5, which is attached hereto and incorporated herein by reference.

TABLE 5 - SICK LEAVE PAY-OFF

	Continuous Period	% of Sick Leave Payoff	Payment Basis	Conditions
GENERAL	5-9 Years	25%	Current Salary	Employed on or before 8/3/79
	10+ Years	50%	Current Salary	Employed on or before 8/3/79
EXECUTIVE, MGMT I/II & CONFIDENTIAL	5+ Years	50%	Current Salary	
REFUSE	5-9 Years	25%	Average of highest 3 years	Employed on or before 8/3/79
	10+ Years	50%	Average of highest 3 years	Employed on or before 8/3/79
	10+ Years	25%	Average of highest 3 years	Employed after 8/3/79
PUBLIC UTILITIES FIELD UNIT	5-9 Years	25%	Current Salary	Employed on or before 11/22/77
	5-9 Years	25%	Average of highest 3 years	Employed after 11/22/77
	10+ Years	50%	Current Salary	Employed on or before 11/22/77
	10+ Years	50%	Average of highest 3 years	Employed after 11/22/77
PUBLIC UTILITIES FIELD MANAGEMENT I/II	5-9 Years	25%	Current Salary	
	10+ Years	50%	Current Salary	
POLICE	5-9 Years	25%	Current Salary	
	10+ Years	50%	Current Salary	
POLICE MANAGEMENT & POLICE SUPV.	5-9 Years	25%	Current Salary	
	10+ Years	50%	Current Salary	
	25+ Years	50%	Current Salary	Honorable Separation
FIRE	5-9 Years	25%	Current Salary	
	10+ Years	50%	Current Salary	
FIRE MANAGEMENT	5-9 Years	25%	Current Salary	
	10+ Years	50%	Current Salary	

Section 9. BEREAVEMENT LEAVE

Every regular, full-time employee who has been in the continuous employ of the City shall receive bereavement leave as set forth in Table 6, which is attached hereto and incorporated herein by reference.

- a. All regular, full-time employees of the City, regardless of period of service, may in the event of death of any relative of the first degree by blood or marriage or any relative with whom they reside within the same household, or brother or sister, be allowed up to the equivalent of one work week of paid bereavement leave. In the event of death of a relative of the second degree, who does not reside within the same household, paid bereavement leave for one work day may be granted.
- b. Notwithstanding the above provisions, for an employee in the Refuse Unit, up to four days (i.e., one work week) of bereavement leave are allowed for the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, grandmother or grandfather; and one day of bereavement leave is allowed to attend the funeral of a sister-in-law, brother-in-law of the employee, and the grandmother or grandfather of the employee's spouse.
- c. Employees in the Fire Unit shall be allowed one day paid bereavement leave for purposes of attending the funeral in the event of the death of an aunt or uncle.
- d. Two Refuse Unit representatives may be selected to attend with pay the funeral of a co-worker in said Unit on behalf of co-workers if the funeral of the deceased co-worker happens during working hours; provided the funeral is held within a thirty mile radius of City limits.
- e. Persons regularly employed between twenty to twenty-nine hours per week may be granted one-half of the applicable leave and persons regularly employed between thirty to thirty-nine hours per week may be granted three-fourths of the applicable leave.

TABLE 6 - BEREAVEMENT

Relative	All Regular Employees (Unless excepted in another column)	Refuse Unit	Fire Unit
Spouse	1 week	1 week	1 week
Child	1 week	1 week	1 week
Step-child	1 week	1 week	1 week
Parent	1 week	1 week	1 week
Step-parent	1 week	1 week	1 week
Mother-in-law	1 week	1 week	1 week
Father-in-law	1 week	1 week	1 week
Grandchild	1 day	1 week	1 day
Step-grandchild	1 day	1 week	1 day
Grandparent	1 day	1 week	1 day
Grandparent-in-law	1 day	1 day	1 day
Aunt	Not covered	Not covered	1 day
Uncle	Not covered	Not covered	1 day
Brother	1 week	1 week	1 week
Sister	1 week	1 week	1 week
Step-sister	1 week	1 week	1 week
Step-brother	1 week	1 week	1 week
Brother-in-law	* See below	1 day	* See below
Sister-in-law	* See below	1 day	* See below

* **One week** is provided for the death of an employee's brother-in-law or sister-in-law of the first degree which refers to the **employee's spouse's sibling**.

One day is provided for the death of an employee's brother-in-law or sister-in-law of the second degree which refers to the **employee's sibling's spouse, OR the employee's spouse's sibling's spouse**.

Section 10. INDUSTRIAL ACCIDENT LEAVE

- a. All Public Safety employees of the City, including the Chief of Police and Fire Chief, incapacitated due to an injury or illness arising out of or in the course of employment regardless of period of service shall receive in lieu of any other compensation provided by the City, a sum which when added to the amount of temporary disability compensation available under the Workers' Compensation laws of the State, will result in a payment equal to such employee's regular compensation, commencing with the first day of such absence and ending with the termination of such temporary disability or the reaching of a permanent and stationary condition or the expiration of one year, whichever occurs first.
- b. All other employees of the City while incapacitated due to an injury or illness arising out of or in the course of employment regardless of period of service, shall receive in lieu of any other compensation provided by the City a sum which when added to the amount of temporary disability compensation available under the Workers' Compensation laws of the State, will result in a payment to such employee equal to eighty percent of such employee's regular salary exclusive of shift differential, if any, which sum shall commence with the first day of such absence and shall end with the termination of the temporary disability, or the reaching of a permanent and stationary condition, or the expiration of one year, whichever occurs first.
- c. When the absence is less than one year in duration and the illness thereafter recurs or further treatment is necessitated in connection with the same injury, the City Manager may grant additional leave of absence on account of such illness or injury under benefits as herein above provided for the original injury or illness, and all subsequent recurrences or treatments; provided, however, that this section shall not apply to any claim denied by the Workers' Compensation Appeals Board or by the City-appointed physician that an injured employee may return to work or the disability is permanent shall be final and shall terminate all rights of payments under this section.

Section 11. LEAVE OF ABSENCE

- a. General:
 - (1) Every employee of the City may be allowed a leave of absence without pay by said employee's department head or designee, not to exceed thirty calendar days.
 - (2) Every employee of the City, except temporary or seasonal employees, may be allowed a leave of absence without pay upon recommendation of said employee's department head or designee with the approval of the Human Resources Director not to exceed ninety days. Leave of absence beyond a ninety-calendar-day period must be approved by the City Manager. Leave of absence beyond a one-year period must be approved by the City Council.

- (3) Except as may be required by state or federal law, an employee of the City shall not be entitled to receive the benefits of vacation, holiday, sick leave or any portion of the City's contribution towards health, dental, life or disability insurance premiums while on such leave. Also, the employee's performance evaluation/merit increase date shall be subject to adjustment for all non-work time of twenty days or more. The employee's hire date with the City will not be affected.

b. Family, Medical and Pregnancy Disability:

Family, medical and pregnancy disability leave shall be granted to employees in accordance with the provisions of federal and state law.

Section 12. UNION LEAVE

- a. Up to fifteen work days per calendar year shall be available for authorized union leave for those employees in the Public Utilities Field Unit serving on the Executive Board of the union, training or other union business. Prior to the beginning of the calendar year, the union representing the Public Utilities Field Unit will provide the City with the name of the individuals eligible for such leave or with the authority to designate the individual eligible for such leave or with the authority to designate the individual eligible for such leave on a particular occasion. Such union leave shall be with pay to the employee; provided, however, the union representing such employee shall reimburse the City for the cost of the employee's wages.
- b. Up to four employees in the Fire Unit designated as delegates to the California State Firefighters' Association Annual Convention shall be allowed up to a maximum of three shifts per delegate of time off with pay for the purpose of attending said annual convention.
- c. Twenty-four hours prior to release from duties for grievance processing, the designated steward must inform the immediate supervisor; time off shall be limited solely to one designee representing a grievant, and the grievant, in a conference with a management representative.

Section 13. MILITARY LEAVE OF ABSENCE

- a. Military leave shall be granted to employees in accordance with the provisions of federal and state law.
- b. In addition to the fully paid military leave currently provided by the City of Riverside, each full time employee of the City who is eligible to receive such paid leave, and, who has been, or is in the future, called to involuntary active military service with the Armed Forces of the United States to serve in support of the current actions to combat terrorism against America, shall be entitled to leave with partial pay, pursuant to the terms of this Resolution for the period of absence on active duty in excess of the period covered by current paid military leave provisions, for a total of no more than one year.

- c. The amount of pay each employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the employee from the United States for such service, and the gross wages that the employee would have received from the City of Riverside if he or she had not been called to active military duty, subject to all required and appropriate deductions and withholdings.
- d. The City shall provide continued health and dental benefits to such employees' dependents, provided that the dependents were covered for such benefits prior to the employee being called to active duty.
- e. Wage or benefits pursuant to this Resolution are conditioned upon the employee requesting such payment and providing satisfactory proof and documentation of eligibility to receive payment in accordance with the City's Leave of Absence (Military) Policy, as established by the Human Resources Department.
- f. The pay and benefits authorized by this Resolution shall terminate on September 10, 2003, unless extended by the City Council.

Section 14. WITNESS APPEARANCE COMPENSATION (CIVILIAN)

- a. An employee subpoenaed to appear as a witness in court, unless the employee is a party to the lawsuit or an expert witness, shall be considered to be on duty and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one hour prior to the required reporting time. Employees shall return to work immediately upon being released unless the employee would arrive at the work site with less than one hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made with the specific approval of the department head or designee. All employees shall obtain verification of the hours served as a witness.
- b. Except as hereinafter provided, employees shall remit to the City any compensation received for those days while serving as a witness and shall receive regular pay for the time served. The City shall not compensate for appearances in which the employee receives compensation in excess of the employee's regular earnings. Employees shall be reimbursed by the City for the mileage portion of the compensation unless the employee is regularly assigned a City car or receives a car allowance. Temporary employees shall be entitled to retain such employee's witness appearance compensation since such employee shall not be paid for time not actually worked. Schedule changes and reassignment of duties to accommodate witness appearance duty may be made at the discretion of the department head or designee.

Section 15. JURY DUTY COMPENSATION

- a. Pursuant to the City's Jury Duty policy, all regular full-time employees and all regular part-time employees (20 hours or more) summoned to serve on jury duty shall be

considered to be on duty for the length of the trial and there shall be no loss of compensation. Employees shall be required to report for work if such employee's normal or adjusted starting time is more than one hour prior to the required reporting time for jury duty. Employees shall return to work immediately upon being released from jury duty, unless the employee would arrive at the work site with less than one hour remaining on said employee's regular shift or adjusted work schedule. Exceptions shall be made in accordance with the policy and with the specific approval of the department head or designee. Grounds for exception to the work reporting requirement (one hour or more at the beginning or ending of shift) shall include, among others, extended travel time or the need to change from work clothing. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the Court. No employee may serve more than once in a twelve month period for the state superior and/or municipal courts and be compensated pursuant to the provisions of this section.

- b. Except as hereinafter provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation unless the employee is regularly assigned a City car or receives a car allowance. Jury duty performed on an employee's regular day off shall not be compensated by the City and the employee shall be entitled to the jury compensation for duty performed on such employee's regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday. Temporary employees shall be entitled to retain such employee's jury compensation since such employee shall not be paid for time not actually worked.
- c. For those employees working graveyard and swing shift, or other shifts starting at an early or late hour (i.e. 5:00 a.m. or 9:00 p.m.) management will try to reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty. This adjustment shall be primarily for field employees and/or employees who normally perform heavy labor. The department head or designee has the option to deny schedule changes when overtime payment to another employee is required to cover the employee's regular shift. Non-field employees on modified work hours shall have no changes in work hours or days off to accommodate jury duty schedules.
- d. For Refuse Unit employees, on any day during a jury service period when the employee is not selected for a jury panel, not seated on a jury, and/or released early (by 2:00 p.m.) by the jury commissioner, the employee is required to report to work. Notwithstanding anything to the contrary herein above, employees in the Refuse Unit are not required to report to work before jury duty.

Section 16. AUTOMOBILE ALLOWANCE AND REIMBURSEMENT FOR EXPENSES

- a. Any officer or employee who is required to use said employee's personal automobile in the course of employment with the City shall be reimbursed for each mile actually traveled on official business in accordance with the per mile deduction rate allowed by the Internal Revenue Service in effect at the time of such travel.
- b. Any officer or employee who is required to travel in the performance of his or her duties or to attend an authorized meeting or conference which is of benefit to the City shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging and incidentals. Automobile allowance and reimbursement for expenses shall be recommended by the department head or designee and approved by the City Manager. No allowance shall be made for transportation between the employee's home and the place where such person is normally employed by the City.
- c. Monthly automobile allowances shall be provided to executives as set forth in Table 7 which is attached hereto and incorporated herein by reference; alternatively, executives may opt to receive use of a city-owned vehicle and fuel. The City Manager shall receive an automobile allowance comparable to that currently provided to the Police and Fire Chiefs.

TABLE 7 - AUTOMOBILE ALLOWANCE

Executive	Amount
Assistant City Manager	350.00
Assistant Utility Director	350.00
Airport Director	350.00
City Attorney	400.00
City Clerk	300.00
City Manager	Car/Fuel
Council Member	350.00
Deputy City Manager	350.00
Deputy Utility Director	350.00
Development Director	350.00
Economic Development Mgr.	350.00
Finance Director	350.00
Fire Chief	Car/Fuel
Human Resources Director	350.00
Library Director	350.00
Mayor	500.00
Mayor Pro Tem	350.00
Museum Director	350.00
Park & Recreation Director	350.00
Planning Director	350.00
Police Chief	Car/Fuel
Public Utilities Director	400.00
Public Works Director	350.00

Section 17. HEALTH INSURANCE

- a. The City shall contribute the maximum amounts per pay period, if needed, as set forth in Table 8, which is attached hereto and incorporated herein by reference, towards health insurance premiums for the regular, full-time employees in the listed units/groups and their qualified dependents, if any, except for those pay periods not subject to health insurance deductions; provided, however, the health insurance benefit is extended to those regular part-time employees regularly assigned to work between thirty to thirty-nine hours per week at a rate equal to three-fourths of that received by regular, full-time employees, and those regular part-time employees regularly assigned to work between twenty to twenty-nine hours per week at a rate equal to one-half the regular, full-time entitlement with their respective employee units:
- b. Effective November 2001, General Unit employees who can show proof of insurance with a health care provider elsewhere and waive their rights to City provided health insurance, shall receive a stipend of \$1800 the last payroll period in November 2002;
- c. Effective December 2001, IBEW Unit and IBEW Management employees who provide proof of medical insurance coverage elsewhere and who declines City medical insurance coverage will receive annually for each such year of declination an annual payment of \$1800 payable the following November;
- d. Effective November 2002, General Unit employees who can show proof of insurance with a health care provider elsewhere and waive their rights to City provided health insurance, shall receive a stipend of \$2000 the last payroll period in November 2003;
- e. For General Unit employees, if a change in health insurance plans between married City employees results in a monetary savings to the City, the General Unit employee changing their health insurance to the other employee's plan shall, upon request, be entitled to 80% of said savings up to \$1800 in 2002 and up to \$2000 in 2003.
- f. For IBEW Unit and IBEW Management employees, if a declination of coverage by one City employee results in coverage being provided by another City employee, then, in that event, 80% of the savings, if any, will be paid to the employee declining coverage, the following November; if there are no savings, there will be no payment. Paragraph (c) above does not apply to such situation.

TABLE 8 - HEALTH INSURANCE - CITY CONTRIBUTION¹

EFFECTIVE DATE	GENERAL ²	EXEC. ³	MGMT. I/II	CONFID.	REFUSE	POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE/ MGMT.
11/12/99	230.00	243.00	243.00	243.00	236.50	225.50	225.50	225.50	220.50	225.50
03/02/01	242.50	255.50	255.50	255.50						
11/09/01					246.50					
12/07/01	252.50	265.50	265.50	265.50						
11/08/02					256.50					
12/06/02	262.50	275.50	275.50	275.50						
11/07/03					266.50					240.50
11/21/03	277.50	290.50	290.50	290.50						
12/05/03										255.50
03/12/04								255.50		

¹ Amounts are per pay period.

² Includes Police Officer Trainee and Firefighter Trainee.

³Includes Mayor and City Council

EFFECTIVE DATE	IBEW & IBEW MANAGEMENT			
4/10/01	PLAN	PAYMENT PER MONTH		
	Kaiser	Employee Only - 185.78	Employee + 1 - 371.56	Employee + Family - 525.76
	Blue Cross (HMO)	Employee Only - 185.78	Employee + 1 - 371.56	Employee + Family - Up to 525.76
	Blue Cross (POS)	Up to 473.00		
12/7/01	The above dollar amounts will be amended to reflect that the City has agreed to pay 90% of the increases, if any, in the Kaiser HMO rates and apply those same dollar amounts to the Employee, Employee + 1, and Employee + Family rates, for the Blue Cross HMO and Blue Cross POS plans.			
2002 - 2003	Effective December 6, 2002, the then current dollar amounts will be amended to reflect that the City has agreed to Pay 90% of the increases, if any, in the Kaiser HMO rates and apply those same dollar amounts to the Employee, Employee + 1, and Employee + Family rates, for the Blue Cross HMO and Blue Cross POS plans.			
2003 - 2004	Any increase in City premium contributions after December 2002 will be subject to negotiations when the contract is open for such negotiations (Fall of 2003). Identifying the carriers herein does not deprive the City of its right to change, add, or delete carriers.			

Section 18. LIFE INSURANCE

The City shall provide term life insurance in the amounts as shown in Table 9 which is attached hereto and incorporated herein by reference for regular, full-time employees in the listed units/groups.

TABLE 9 - LIFE INSURANCE - CITY CONTRIBUTION

GENERAL ^④	EXEC.	MGMT. I II	CONFID.	REFUSE	P.U. FIELD	P.U. FIELD MGMT. I II	POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE MGMT.
10,000	①	① : ①	②	10,000	50,000 ③	① : ①	6,000	①	①	10,000	①

① Twice each employee's salary plus \$1,000 adjusted every August 1 with a maximum of \$300,000. This includes AD&D. Includes Mayor and City Council.

② Employee's annual salary adjusted annually every August 1.

③ Includes AD&D.

④ Includes Police Officer Trainee and Firefighter Trainee.

Section 19. DISABILITY INSURANCE

- a. The City shall contribute the following monthly maximum amounts towards long-term disability insurance premiums for employees in the listed units who choose to be covered (the Riverside Police Officers' Association will maintain the disability program for the Police and Police Supervisory Units, the Riverside Police Administrators' Association will maintain the disability program for the Police Management Unit, and the Riverside City Firefighters' Association will maintain the disability program for the Fire Management Group):

Fire Management Group	\$10
Police Unit	\$10
Police Management Unit	\$15
Police Supervisory Unit	\$15
Public Utilities Field Unit	\$11

If not elected to be used for this purpose, the contribution for the long term disability insurance for employees in the Fire Management Group, Police Management Unit and Police Supervisory Unit may be placed into the deferred compensation plan as set forth below.

- b. The City shall make available a long term disability plan for Management Employees, Public Utilities Field Management Employees and employees in the Executive Ranges which may be paid through a deduction to the City's deferred compensation plan or through authorized payroll deductions.
- c. The City shall contribute an amount not to exceed \$136 per year towards premiums on State Disability Insurance for regular, full-time employees in the General Unit and Refuse Unit and Confidential Employees. The City shall contribute for each regular part-time employee in the General Unit or Refuse Unit and Confidential Employees regularly assigned to work between thirty to thirty-nine hours per week at a rate equal to three-fourths of that contributed for regular, full-time employees; and such regular part-time employees regularly assigned to work between twenty to twenty-nine hours per week at a rate equal to one-half of that contributed for regular, full-time employees.

Section 20. DENTAL INSURANCE

- a. The maximum amounts per pay period as set forth in Table 10, which is attached hereto and incorporated herein by reference, shall be contributed by the City towards dental insurance premiums except for those pay periods

not subject to dental insurance premiums, for regular, full-time employees in the listed units/groups.

- b. Each regular part-time employee regularly assigned to work between twenty to twenty-nine hours per week shall be entitled to receive dental insurance benefits at one-half regular, full-time entitlement; and each regular part-time employee regularly assigned to work between thirty to thirty-nine hours per week shall be entitled to receive dental insurance benefits at three-fourths the regular, full-time entitlement.

TABLE 10 - DENTAL INSURANCE - CITY CONTRIBUTION ¹

	GENERAL ²	EXEC. ³	MGMT. I/II	CONFID.	REFUSE	P.U. FIELD	P.U. FIELD MGMT. I/II	POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE MGMT.
12/31/93	10.00	10.00	10.00	10.00	10.00			10.00	10.00	10.00	5.00	10.00
11/18/94						14.00	14.00					
12/07/01	12.50	12.50	12.50	12.50	14.00							
12/06/02					17.50	17.50	17.50					

¹ Amounts per pay period.

² Includes Police Officer Trainee and Firefighter Trainee.

³ Includes Mayor and City Council

Section 21. DEFERRED COMPENSATION PLAN

The City has established a Deferred Compensation Plan for certain of its regular employees for which it will match certain funds as set forth in Table 11, which is attached hereto and incorporated herein by reference.

TABLE 11 - DEFERRED COMPENSATION - CITY CONTRIBUTION¹

EFFECTIVE DATE	GEN'L	EXEC.	CITY MGR.	MGMT. I/II	CONFID.	REFUSE	P.U. FIELD	P.U. FIELD MGMT.	POLICE	POLICE SUPV.	POLICE MGMT.	FIRE	FIRE MGMT.
4/01	N/A ³	160.00 ^{4,8}		160.00 ⁴	80.00 ⁵	N/A	N/A	160.00 ⁴	N/A	100.00 or 115.00 ⁶	100.00 or 115.00 ⁶	N/A	150.00 or 160.00 ²
1/02		170.00 ^{4,8}		170.00 ⁴	85.00 ⁵			170.00 ⁴					
1/02			833.34										
1/03		180.00 ^{4,8}		180.00 ⁴	90.00 ⁵			180.00 ⁴					
3/12/04											145.00 Or 160.00 ⁶		

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- ¹ Amounts are per month.
- ² For each employee in the Fire Management group, the City shall contribute said amount per month, provided such employee contributes \$50 per month. In addition, the City shall contribute \$10 per month for each employee in the Fire Management group who does not elect to obtain the long term disability group insurance as provided in Section 14 above.
- ³ General Unit employees who were management employees of the Redevelopment Agency of the City of Riverside prior to transfer to the City Classified Service participate in the deferred compensation plan, and the City shall contribute the same amount as provided for management employees less any amounts paid toward the long term disability plan for management employees, and provided the employee contributes \$50 per month to the deferred compensation plan.
- ⁴ The City shall contribute said amount less any amounts paid toward the long term disability plan for management employees, and provided the employee contributes \$50 per month to the deferred compensation plan.
- ⁵ The employee must contribute \$50 per month to the deferred compensation plan to receive the City contribution.
- ⁶ For each employee in the Police Management Unit, the City shall contribute said amount provided such employee contributes \$50 per month. In addition, the City shall contribute \$15 per month for each employee in the Police Management group who does not elect to obtain the long term disability group insurance as provided in Section 14 above.
- ⁷ Includes Police Officer Trainee and Firefighter Trainee.
- ⁸ Includes Mayor and City Council; excludes City Manager; Mayor and City Council members may opt to receive an additional equivalent contribution in lieu of PERS coverage.

Section 22. RETIREMENT CONTRIBUTION

- a. The City shall pay one hundred percent of each affected employee's standard contribution to the Public Employees' Retirement System (PERS) not to exceed eight percent of the said employee's compensation reported to PERS for those employees in the General Unit, Public Utilities Field Unit, Refuse Unit, for each Management Employee, for each Confidential Employee, and for each Public Utilities Field Management Employee and for those in the Executive Ranges, excluding the Chief of Police and the Fire Chief.
- b. The City shall pay one hundred percent of each affected employee's standard contribution to PERS not to exceed nine percent of the said employee's compensation reported to PERS for those employees in the Police Unit, Police Management Unit including the Chief of Police, the Police Supervisory Unit, the Fire Unit and Fire Management Unit including the Fire Chief.
- c. The payment to PERS made by the City on behalf of the affected employee shall not be considered as base salary but shall be considered an employer contribution pursuant to Section 414(h)(2) of the Internal Revenue Code.
- d. Pursuant to Section 21362.2 et. seq. of the Government Code of the State of California, Local Safety Members shall be subject to the 3% at 55 Full Formula; provided that Local Safety Members, who retire prior to the effective date of the Contract Amendment between the City and PERS that makes Local Safety Members in their unit or bargaining group subject to the 3% at 55 Formula, shall be subject to the 2% at 50 Formula pursuant to Government Code Section 21362; and pursuant to Section 21354 et. seq. of the Government Code, Local Miscellaneous Members shall be subject to the 2.7% at 55.



Part II

Salary Resolution

PART II - SALARY RESOLUTION

RESOLUTION NO. 20043

Section 1: PURPOSE

This resolution is enacted pursuant to Chapter 2.32 of the Riverside Municipal Code to provide for the classification and compensation of City officers and employees, and to conform to the principle of equal pay for equal work.

Section 2: SHORT TITLE

This resolution shall be known as the "Salary Resolution".

Section 3: THE SALARY PLAN

The basic compensation plan for the various employee units, groups and non-classified employees, as of the date of adoption of this resolution is hereby established as set forth in Table 1 which is attached hereto and incorporated herein by reference.

Section 4: THE CLASSIFICATION PLAN

The classification plan includes the allocation of class titles to salary ranges for City officers and employees. The Classification Plan further includes the allocation of class titles to salary ranges for those employees which are designated as exempt from the classified service. These exempt classes are for elective officers; persons appointed by the City Council, including the City Manager, City Clerk and City Attorney; persons appointed by the City Manager, including department head or designees; persons appointed by the Mayor; persons appointed by the Chief of Police to position of Deputy Chief of Police, and; persons appointed by the City Attorney pursuant to Riverside Municipal Code section 2.36.040 that serve in an "at will" capacity subject to the terms and conditions of an employment contract and are so designated in the plan as "non classified." Non-classified positions are entitled to no more than the same benefits as provided to classified employees in a similar position and level in the organization. The classification plan as of the date of adoption of this resolution is hereby established as set forth in Table 2, which is attached hereto and incorporated herein by reference.

Section 5: SALARY DIFFERENTIALS

Salary differential pay and certification pay shall not be considered in determining the appropriate pay step in the new range upon promotion. An employee promoted from a position in one class within a salary range having a higher maximum rate of pay shall advance to that step in the new salary range that shall provide for a minimum increase of 5% (one salary step) per Municipal Code Section 2.32.060.

Exceptions shall be made to Section 4 of this Resolution as follows:

(a) One Salary Step (5%) Adjustment

After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class; which additional salary step shall be limited to the following:

- (1) Any Refuse Unit employee (except Solid Waste Collector III) assigned to operate a side loader refuse truck, provided a full shift or full route has been completed.
- (2) Maintenance Worker I regularly assigned to refuse bin repair and maintenance.
- (3) Electric Power System Dispatcher II regularly assigned to assist in substation control, documentation and training activities.
- (4) Senior Librarian assigned lead responsibility for a special system-wide activity or assignment as designated by the Library Director.
- (5) Park Maintenance Worker II regularly assigned rose garden or bowling green work activities.
- (6) Police Officer assigned as observer or Pilot Trainee in the helicopter aerial patrol program.
- (7) Police Captain assigned to the working title of Deputy Chief of Police.
- (8) Public Safety Dispatcher regularly assigned to dispatcher training.
- (9) Custodian regularly assigned the responsibility to open City Hall and to coordinate the special set-up projects at City Hall.
- (10) Any position designated as a Crew Leader or lead worker and not so indicated in the salary plan.

- (11) Plan Check Engineers assigned the responsibility of checking structural building plans.
- (12) Utility Load Scheduler assigned to perform pre-scheduling duties.
- (13) Any management employee assigned to the working title of Assistant Development Director.
- (14) Customer Service Supervisor assigned to the working title Senior Customer Service Supervisor, and designated to participate in a six-month on-the-job management training program.
- (15) Air Conditioning Technician assigned to maintain and program the Energy Management System.
- (16) Current employee assigned to the working title of Construction Inspector for the Springs Generation Project.
- (17) Public Safety Communications Supervisor regularly assigned to providing technical support in area of police radio communications infrastructure.
- (18) Field Maintenance Worker regularly assigned to serve as Video Specialist.
- (19) Field Maintenance Worker regularly assigned to serve as Pump Station Specialist.
- (20) Principal Planner designated by the Planning Director to assume responsibility for the day-to-day operation of the Planning Department, represent the department in the community and regional planning matters, and acts as Planning Director in *Director's* absence.
- (21) Fire Battalion Chief assigned to the working title of Deputy Fire Chief.

(b) Two Salary Step (10%) Adjustment

After investigation and approval by the City Manager, two (2) additional salary steps shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary increase; which additional salary assignments are limited to the following:

- (1) Firefighters regularly assigned to fire inspection duties.
- (2) Police Officer assigned to the working title of Explosive Ordnance Technician and actively serving as the leader worker in the Police Department Technical Services Unit.
- (3) Library Associate or Librarian regularly assigned as a branch supervisor.

- (4) Police Captain assigned to the working title of Assistant Chief of Police.
- (5) Librarian regularly assigned as Children's Librarian.
- (6) Recreation Services Coordinators regularly assigned to do Community Outreach.
- (7) Assistant Recreation Coordinators regularly assigned to do Community Outreach.

(c) Other Salary Adjustments

After investigation and approval by the City Manager, certain salary increases as hereinafter set forth shall be assigned to positions or persons as follows:

- (1) Each Police Officer regularly assigned to motorcycle duty will receive an additional \$75 per month.
- (2) Employees in the Fire Unit assigned to the Rescue Squad of the Fire Department shall receive a differential of \$75 per month for regularly performing such duties for the period of such assignment.
- (3) Personnel assigned as on-shift Fire Investigators and who have obtained certifications as State Fire Investigator Certification Level 1 PC832 weapon qualified and certified and CLETS access training shall receive a differential of \$200 per month for regularly performing such duties for the period of such assignment.
- (4) Certified employees of the Fire Unit regularly assigned to and actively serving on the Hazardous Materials Team pursuant to the City's Hazardous Materials Emergency Response Plan shall receive a salary differential of \$200.00 per month.
- (5) A \$25 per month salary differential shall be assigned to positions found to possess as a regular assignment the verbal use of a second language or dactylology for public contact, except Management Employees, Confidential Employees, General Unit Employees, and Police Public Safety positions shall receive \$75 per month effective March 2, 2001.
- (6) Any Weekend Crew Supervisor regularly assigned coordination of a department's Weekend Crew Program shall receive an additional 50¢ per hour.
- (7) Effective at the beginning of the first pay period commencing in October 1999 each Fire Unit employee who is: a) certified for Emergency Medical Services (EMS) as an Emergency Medical Technician (EMT) 1 by the Riverside County Department of Health; and b) not receiving Paramedic

Differential pay under subsections 5 (a) and (b) above, shall receive an additional stipend of two percent (2%) over base pay.

- (8) Employees in the Fire Unit assigned to the position of Firefighter and performing Paramedic duties shall receive differential pay of \$690 per month effective January 4, 2002, \$725 per month effective July 5, 2002, \$762 per month effective July 4, 2003, and \$800 per month effective January 2, 2004.
- (9) Employees assigned to the Magnolia Center Station who are members of the Technical Rescue Team and meet the minimum training requirements of NFPA 1670 Chapter 3 (Operational Level for Structural Collapse) and Chapter 7 (Operational Level for Swift Water) shall receive a differential of \$200 per month. Any other training requirements that may be required by OSHA for technical rescues shall be obtained in a reasonable period.
- (10) Employees in the Wastewater Division who hold the titles of Wastewater Plant Operator I, II, or III, and who have obtained a Grade IV and/or Grade V Certification from the State of California, State Water Resources Control Board, shall receive a one-time stipend of \$500 for each level obtained above a Grade III.
- (11) Position designated to serve as City Engineer when not the Public Works Director.
- (12) Police Captain assigned to the working title of Police Commander shall receive an additional two and one-half percent (2 1/2%).

(d) POST Certificates

After investigation and approval by the City Manager, certain salary increases as hereinafter designated shall be assigned as follows to those persons holding specified certificates for educational achievement as to warrant such salary increase, which increase shall begin with the pay period following the one in which the Chief of Police certifies the completion of the requirement for such certificate:

- (1) An amount equal to 5% of the basic salary of each affected employee in the Police Unit, Police Supervisory Unit and Police Management Unit, excluding the Chief of Police, who holds an Intermediate Certificate of Achievement from the Commission on Peace Officer Standards and Training; provided, however, such additional amount shall not exceed \$250 per month for those employees in the Police Unit. An additional salary step shall be deemed the equivalent of said 5% increase.
- (2) An amount equal to 10% of the basic salary of each affected employee in the Police Unit, Police Supervisory Unit and Police Management Unit, excluding the Chief of Police, who holds an Advanced Certificate of Achievement from the Commission on Peace Officer Standards and Training; provided, however, such additional amount shall not exceed \$550 per month for those

employees in the Police Unit. Two (2) additional salary steps shall be deemed the equivalent of said 10% increase.

(e) Temporary Upgrade (General/Refuse Units)

For those employees in the General Unit or Refuse Unit, temporary increases in salary shall be given as follows:

- (1) A temporary 5% increase shall be given to field employees during periods when said employees temporarily assume the duties of first level field supervisory employees when such duties primarily involve supervision; which temporary increase shall commence on the morning of the second day of such temporary duties. The one day waiting period shall be waived when the assignment is made only for one day during a pay period as a result of the implementation of a modified work schedule, for example, the 9/80 plan.
- (2) A temporary 5% increase shall be given to all employees in the General Unit other than those in entry level positions, during periods when such employees have been temporarily assigned to a higher level position; which temporary increase shall be effective as of the 31st consecutive day of each such assignment, provided, however, that such temporary increase shall not be given in the case of vacation relief.
- (3) A temporary 5% increase shall be given to a Solid Waste Collector I during periods when said employee temporarily assumes the duties of a Solid Waste Collector II; which temporary increase shall commence on the first day of said temporary duties, provided a full shift or full route has been completed.
- (4) Upon completion of training, regular employees classified as Solid Waste Collectors I and II shall be paid an additional five percent (5%) for a total of ten percent (10%) beginning with the thirteenth (13th) shift and thereafter of temporary assignment to the duties of Solid Waste Collector III. The twelve shift threshold need only be met once per affected employee to trigger the ten percent (10%) temporary upgrade.

(f) Temporary Upgrade (Public Utilities Field Unit)

Those employees in the Public Utilities Field Unit who are authorized and assigned temporarily to assume the duties of the following higher level positions shall receive a temporary 5% increase after a total of three hours in an eight-hour shift in the higher class retroactive to the first hour for those hours worked in the higher classification. The higher levels are: Chief Electric Substation Operator; Chief Water System Operator; Electric Meter Supervisor; Electric Meter Technician II; Electric Power System Dispatcher II; Electric Service Crew Supervisor; Electric Supervisor; Electric Utility Troubleshooter; Line Clearance Tree Crew Leader; SCADA System Supervisor; Senior Substation Test Technician; Shop, Tool and Fabrication Technician; Senior Water System Operator; Substation Construction

Maintenance Supervisor; Water Service Supervisor; Water Supervisor; and Water Utility Troubleshooter. Upgrades for those employees in the Public Utilities Field Unit assigned to the Water Division or the Substation will be made as described above if three (3) or more employees, including the upgraded employee, are assigned to the crew; all such employees will be "working" employees.

Temporary upgrades which exceed one hundred eighty (180) consecutive calendar days shall receive a temporary 10% increase over the affected employee's base rate of pay beginning with the one hundred eighty first (181st) provided, however that the upgrade wage will not exceed the maximum rate of pay applicable to the upgrade position.

Upgrades for Water and Substation will be made as described above if two (2) or more employees, including the upgraded employee, are assigned to the crew; all such employees will be 'working employees' (Does not apply to Dispatch).

(g) Temporary Upgrade (Fire Unit)

In the Fire Unit, a temporary 5% increase shall be given to a Firefighter assuming the duties of an Engineer, to an Engineer assuming the duties of a Captain, and to a Captain assuming the duties of a Battalion Chief; provided that such employee works in the higher classification for four consecutive hours or more in any one shift, in which event the temporary five percent increase shall be retro- active to the first hour.

(h) Temporary Upgrade (Management)

A temporary 5% increase shall be given to those employees designated as Management Employees who have been temporarily assigned to a supervisory position, which temporary increase shall be given on the morning of the first day of such assignment; provided, however, such temporary increase shall not be given in the case of vacation coverage. In the event the employee is assigned to such duties for 180 consecutive days, an additional 5% increase or advancement to the entry level step of the position assigned, whichever is greater, shall be given on the 181st consecutive day, which increase shall apply to the salary rate in effect at the time of the employee's assignment to supervisory duties, plus any merit or automatic or negotiated increases applicable to such rates in the interim.

(i) Temporary Upgrade (Executive)

A temporary ten percent (10%) increase above the top step of the highest paid employee supervised shall be given to those employees designated as Executive Employees who have been temporarily assigned to a department head or designee position, which increase shall be given on the morning of the first day of such assignment; provided, however, such increase shall not be given in the case of vacation coverage. In the event the employee is assigned to such duties for 180 consecutive days, an additional 5% increase or advancement to the entry level of the position assigned, whichever is greater, shall be given on the 181st consecutive

day, which increase shall apply to the salary rate in effect at the time of the employee's assignment to department head or designee duties, plus any merit or automatic or negotiated increases applicable to such rates in the interim.

(j) Temporary Upgrade (Police Supervisory Unit)

- (1) A Sergeant actually authorized and assigned by the Watch Commander Lieutenant to assume Watch Commander responsibilities for that portion of the graveyard shift when the Watch Commander is not on duty shall receive an additional \$10.00 for each such graveyard shift assignment.
- (2) A Sergeant actually authorized and assigned by the Watch Commander Lieutenant to assume Watch Commander responsibilities for an entire graveyard shift or holiday shift because the Watch Commander is not on duty shall receive an additional \$16.00 for each such assignment.
- (3) Upgrade pay does not apply to Watch Commander short term absences during shift.

(k) Shift Differentials

The shift differentials hereinafter set forth apply where a classification includes employees working normal daylight hours as well as employees working either swing (any regularly scheduled 8-hour, 9-hour, or 10-hour day which begins between the hours of 2:00 p.m. and 10:00 p.m.) or graveyard shifts (any regularly scheduled full 8-hour, 9-hour or 10-hour day which begins between the hours of 10:00 p.m. and 6:00 a.m.), or certain other shifts as defined below. An employee assigned to one of the shifts as defined herein shall be paid the appropriate differential for the actual hours worked in each shift excluding non-work time such as holidays, vacation, sick leave, and other leaves, excepting therefrom certain Police public safety personnel as defined below who shall receive shift premium pay in a flat amount per shift. Fire Safety personnel are excluded from the shift differential provisions.

- (1) Those employees in the General Unit working swing shifts shall be paid an additional \$1.00 per hour, and those employees working graveyard shifts and Motorsweeper Operators shall be paid an additional \$1.15 per hour effective March 2, 2001, which shall be increased to \$1.15 per hour for swing shift, and \$1.40 per hour for graveyard shift and Motorsweeper Operators effective January 4, 2002.
- (2) Those employees in the Management Employees Group and the Confidential Employees Group working swing shift shall be paid an additional \$1.00 per hour, and those employees in the Management Employees Group and the Confidential Employees Group working graveyard shifts shall be paid an additional \$1.15 per hour effective March 2, 2001, which shall be increased to \$1.15 per hour for swing shift, and \$1.40 per hour for graveyard shift effective January 4, 2002.

- (3) The following hourly shift differential shall apply to those employees in the Public Utilities Field Unit regularly scheduled to work swing shift and/or regularly scheduled to work graveyard shift; if 75% or more of an employee's regularly scheduled shift falls within swing (3:00 p.m. to 10:59 p.m.) or graveyard (11:00 p.m. to 6:59 a.m.) hours, then that portion of the shift worked during swing or graveyard shall qualify for the differential: Swing Shift - \$1.55, Graveyard Shift - \$1.80. Overtime compensation shall be based upon the shift differential, if any, applicable during the overtime hours actually worked; except that shift differential shall be excluded from the regular rate of pay for the purpose of computing overtime at the double-time rate.
- (4) Utility Load Schedulers assigned to 12-hour shifts shall be paid the regular shift pay differential paid to employees in the Management Employees Group for actual time worked during each shift according to the following schedule: For time worked between the hours of 4:00 p.m. and 12:00 midnight, the swing shift differential shall apply; and for time worked between the hours of midnight and 8:00 a.m., the graveyard differential shall apply. All other hours worked within a normally-scheduled shift shall be at the regular rate with no differential pay.
- (5) Non-probationary Police Officers with five or more years of service as a Police Officer who are regularly assigned to Watch #1, shall receive additional compensation in the amount of \$24.00 per shift; and Non-probationary Police Officers with five or more years of service as a Police Officer who are regularly assigned to Watch #3, shall receive additional compensation in the amount of \$18.00 per shift.
- (6) Non-probationary Police Patrol Sergeants who are regularly assigned to Watch #1, shall receive additional compensation in the amount of \$30.00 per shift; and non-probationary Police Patrol Sergeants who are regularly assigned to Watch #3, shall receive additional compensation in the amount of \$22.50 per shift. Assignments to Watches shall under no circumstances be considered "special assignments." Shift differential applies only to employees designated as Patrol Sergeants.

(I) Miscellaneous

- (1) The top step of the salary range of any management classification shall be a minimum of two steps (approximately 10%) above the top step of the closest subordinate classification, with the exception of those management classifications supervising specialized classifications which are highly compensated due to labor market conditions. Subordinate classification shall be defined as any position classification in which there are employees who are supervised by the management employee.

- (2) "Y" rated employees shall receive no increase in salary unless the maximum salary established by this resolution for their classifications exceeds the amount of their "Y" rate.
- (3) A Trainee position may be established for any class in the system with a salary range starting 15% (3 steps) below the first step of the regular position and ending 5% (1 step) below the first step of the regular position.

(m) Intermittent Differentials

After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess additional duties and responsibilities or whose position entail certain hazards as to warrant this salary step over the base class during the time that the employee is actually performing the duties; which additional salary step shall be limited to the following:

- (1) Field Maintenance Worker who retains and possesses a Class "A" Drivers License but only during the actual working time when the employee is required to utilize the Class "A" Drivers License.

Section 6: ADDITIONAL APPROVED INCREASES IN COMPENSATION AND CHANGES TO THE SALARY AND CLASSIFICATION PLANS

The City Council has approved further increases in the compensation of the employees of the City of Riverside. The Salary Plan and the Classification Plan as set forth in Sections 3 and 4, respectively, of this resolution shall be revised as appropriate to reflect the increases approved by the City Council in the compensation of the employees of the City of Riverside as said units or groups of employees now exist or as said units or groups may be changed from time to time as follows:

No further increases scheduled at this time.

Section 7: The provisions of this resolution shall be operative on the date of its adoption.

ADDENDUM: JOB CODE WITH PAY RANGE / STEPS